

INSERTION ORDER AGREEMENT

Advertiser: _____ Order Number: _____

Agency Information:

Agency Name: _____

Contact Person: _____

Address: _____

Phone / Email: _____

Advertiser Information:

Advertiser Name: _____

Contact Person: _____

Billing Address: _____

Phone / Email: _____

Campaign Details:

Product / Service: _____

Start Date: _____ End Date: _____

Media / Placement: _____

Special Instructions: _____

Insertion Order Financials:

Gross Cost: _____ USD

Discounts / Agency Commission: _____

Net Cost: _____ USD

Payment Terms: _____

Section 1 – Scope of Work

The Advertiser hereby authorizes the Agency to purchase advertising space and/or airtime as described in this Insertion Order. The Agency agrees to provide the specified advertising services in accordance with the terms and conditions of this Agreement.

Section 2 – Advertising Materials

The Advertiser shall provide all advertising materials, including but not limited to artwork, copy, and video, in a timely manner and in formats acceptable to the Agency and media vendors. The Agency bears no responsibility for errors or omissions in Advertiser-provided materials.

Section 3 – Approval and Changes

All advertising materials and placements are subject to approval by the Advertiser prior to insertion. Changes requested after approval may result in additional charges and cannot be guaranteed for time-sensitive placements.

Section 4 – Payment

Payment of all invoices shall be due within thirty (30) days of invoice date unless otherwise agreed in writing. Late

payments shall accrue interest at the maximum rate permitted by law.

Section 5 – Cancellation and Postponement

Any cancellation or postponement of advertising placements must be made in writing. Fees and penalties may apply as specified by the media vendors and passed through by the Agency.

Section 6 – Liability

The Agency shall exercise reasonable care in the placement of advertising but shall not be liable for errors or omissions by media vendors or for failure to place advertising, except as expressly provided herein.

Section 7 – Confidentiality

Each party agrees to maintain the confidentiality of confidential information received from the other party in connection with this Agreement and not to disclose such information except as required by law.

Section 8 – Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of _____, without regard to its conflict of law principles.

Section 9 – Entire Agreement

This document constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, and negotiations.

Section 10 – Amendment

No amendment, modification, or waiver of this Agreement shall be effective unless in writing and signed by authorized representatives of both parties.

Section 11 – Force Majeure

Neither party shall be liable for any failure or delay in performance due to causes beyond its reasonable control, including but not limited to acts of God, war, terrorism, strikes, or government actions.

Section 12 – Indemnification

Each party agrees to indemnify, defend, and hold harmless the other party from and against any claims, damages, liabilities, costs, and expenses arising out of breach of this Agreement or negligent acts or omissions.

Section 13 – Independent Contractor

The relationship of the parties is that of independent contractors. Nothing in this Agreement shall be construed to create a partnership, joint venture, or agency relationship.

Section 14 – Severability

If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall remain in full force and effect.

Section 15 – Notices

All notices required or permitted under this Agreement shall be in writing and shall be deemed duly given when delivered personally, sent by certified mail (return receipt requested), or by nationally recognized overnight courier to the addresses set forth herein or any other address designated in writing.

Section 16 – Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

Section 17 – Acceptance

Execution of this Insertion Order by the Advertiser and the Agency constitutes acceptance of all terms and conditions set forth herein.

AGENCY AUTHORIZED SIGNATURE

ADVERTISER AUTHORIZED SIGNATURE

Signature: _____

Signature: _____

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